

JUDGE FAILLA

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

18 CV 6029

NATIONAL FIRE PROTECTION
ASSOCIATION, INC.,

Plaintiff,

vs.

DOES 1-200; SWETS INFORMATION
SERVICES PRIVATE LIMITED; PRINTS
PUBLICATIONS PRIVATE LIMITED;
PRANAV GUPTA; PRATYUSH GUPTA;
JATIN GOEL; ANIL GOEL; GAURA
HANDICRAFT & EXPORTS; GAURA
BOOKS (INDIA) PRIVATE LIMITED;
SHRI ADHYA EDUCATIONAL BOOKS
PRIVATE LIMITED; RADHIKA
INTERNATIONAL; PAWANPUTRA
ENTERPRISES PRIVATE LIMITED, D/B/A
PRAKHYA GROUPS PAWANPUTRA
BOOKS; UNITED WORLDWIDE
COURIER INC.; FAST TRACK EXPRESS
& CARGO SERVICES INC.; and MUKUL
CHUGH,

Defendants.

Civil Action No. _____

COMPLAINT

Jury Trial Requested

Plaintiff National Fire Protection Association, Inc. (hereinafter, "NFPA" or "Plaintiff"),
for its Complaint against defendants Does 1-200, Swets Information Services Private Limited,
Prints Publications Private Limited, Pranav Gupta, Pratyush Gupta, Jatin Goel, Anil Goel, Gaura
Handicraft & Exports, Gaura Books (India) Private Limited, Shri Adhya Educational Books

Private Limited, Radhika International, Pawanputra Enterprises Private Limited, d/b/a Prakhya Groups Pawanputra Books, United Worldwide Courier Inc., Fast Track Express & Cargo Services Inc., and Mukul Chugh (collectively, “Defendants”), alleges, on knowledge as to itself and otherwise on information and belief, as follows:

NATURE OF THE ACTION

1. NFPA is a global, self-funded, Massachusetts not-for-profit corporation recognized as a 501(c)(3) organization under the Internal Revenue Code, with approximately 60,000 members worldwide. NFPA’s mission is to eliminate death, injury, and loss due to fire, electrical and related hazards. One primary way NFPA advances its missions is through the development of consensus codes and standards for fire, electrical, and life safety. NFPA’s codes and standards, which are published in print and electronic formats, are branded under NFPA’s federally-registered trademarks and are copyright-protected.

2. Defendants operate a large scale counterfeiting enterprise. They distribute and sell counterfeit copies of NFPA’s publications to consumers in the United States, primarily through the online marketplaces AbeBooks.com (“AbeBooks”) operated by AbeBooks Inc., Amazon.com (“Amazon”) operated by Amazon.com, Inc., Biblio.com (“Biblio”) operated by Biblio, Inc., and eBay.com (“eBay”) operated by eBay Inc. (collectively, the “Online Marketplaces”). The counterfeit copies that Defendants sell are not authorized by NFPA, but rather infringe on NFPA’s trademarks and copyrights.

3. Defendants advertise, promote, and sell their counterfeit books as though they are NFPA’s authentic publications created and authorized by NFPA. Defendants identify their counterfeit copies using NFPA’s registered trademarks and unique International Standard Book Numbers that identify the publications. Defendants sell their counterfeit versions at prices substantially below the normal market price for NFPA’s legitimate publications. In so doing,

Defendants greatly undercut sales of authorized and legitimate NFPA publications. Many of the counterfeit publications sold by Defendants are low-quality copies of NFPA publications, resulting in substantial damage to NFPA's reputation and brand.

4. NFPA brings this action against Defendants for (i) direct, vicarious, and contributory counterfeiting and infringement of NFPA's registered trademarks under section 32(1)(a) of the United States Trademark (Lanham) Act of 1946, as amended (the "Lanham Act"), 15 U.S.C. § 1114(1); (ii) false designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); (iii) direct, vicarious, and contributory infringement of NFPA's registered copyrights, in violation of the Copyright Act of 1976, as amended, 17 U.S.C. §§ 101 *et seq.* (the "Copyright Act"); and (iv) related state common law claims. NFPA seeks to recover damages for Defendants' intentional and willful counterfeiting and infringement of NFPA's intellectual property, including without limitation, monetary damages and a preliminary and permanent injunction, to prevent Defendants from further unlawful actions against NFPA in the future.

THE PARTIES

5. NFPA is a Massachusetts not-for-profit corporation with its principal place of business located at One Batterymarch Park, Quincy, Massachusetts 02169.

6. The true names and capacities of Defendants Does 1 through 200 (collectively, the "Doe Defendants") are unknown to NFPA at this time. The Doe Defendants conduct business through one or more of the Online Marketplaces through various anonymous storefronts. (Attached hereto as Exhibit 1 is a list of the storefronts currently known to NFPA that are operated by the Doe Defendants, collectively, the "Storefronts"). The Doe Defendants sell counterfeit copies of NFPA's publications as more fully described herein. The Doe Defendants operating Storefronts on AbeBooks, Amazon, and Biblio primarily obtain counterfeit copies of NFPA's publications from counterfeiters located in India, and market those products on

the Storefronts at prices far below the normal market price for authentic NFPA publications. These Doe Defendants primarily rely on counterfeiters in India to fulfill U.S. customer orders for counterfeit NFPA publications. The counterfeiters in India either ship their counterfeits directly from India to consumers in the United States, or use freight forwarding companies in the United States that, among other things, provide services for receiving and shipping packages from India. The Doe Defendants operating the Storefronts on eBay primarily sell unauthorized electronic copies of NFPA publications directly to consumers, without the use of an intermediary to fulfill orders. The counterfeit sales on eBay primarily involve the unauthorized sale of electronic, Portable Document Format (“PDF”) copies of NFPA publications. The Doe Defendants selling on eBay create the PDF copies either by scanning hard copies of authentic NFPA publications and converting them into electronic PDF documents, or through the unauthorized copying, distribution, and sale of electronic versions of NFPA’s publications originally purchased from NFPA or NFPA’s authorized distributors. NFPA believes that information obtained in discovery will lead to the identification of the Doe Defendants’ true names and permit NFPA to amend this Complaint to state the same.

7. Swets Information Services Private Limited (“Swets”) is a business located at 11 Darya Ganj, Ansari Road, New Delhi, Delhi 110002 India. Swets is involved in the creation of counterfeit copies of NFPA’s publications in India, and the importation, distribution, and sale of those counterfeit publications in the United States. Swets has been identified as the shipper of numerous packages shipped from New Delhi, India to the United States containing counterfeit copies of NFPA’s publications, including counterfeits seized by U.S. Customs and Border Protection (“U.S. Customs”). Swets fulfills orders for counterfeit NFPA publications placed in the United States, primarily from orders placed through Storefronts operated directly by Swets,

its affiliates, and/or one or more Doe Defendants, and ships those products directly to consumers in the United States.

8. Prints Publications Private Limited (“Prints Publications”), formerly known as Prints India, is a business located at 11 Darya Ganj, Ansari Road, New Delhi, Delhi 110002 India. Prints Publications is an affiliate of Swets. It operates a book printing facility called “Prints House” at the same address as Swets, and is owned and operated by the same individuals that own and operate Swets. Prints Publications regularly does business in the United States, by selling books online to customers in the United States through its website www.printspublications.com. Prints Publications has been identified on shipping packages as the “Authorized Signatory” of packages shipped from Swets in New Delhi, India to the United States containing counterfeit copies of NFPA’s publications. Prints Publications is involved in the creation of counterfeit copies of NFPA publications in India, and the importation, distribution, and sale of those products in the United States, including fulfilling orders for counterfeit NFPA publications placed in the United States through Storefronts operated directly by Prints Publications, its affiliates, and/or one or more of the Doe Defendants, and shipping those products directly to consumers into the United States.

9. Pranav Gupta is an individual whose last known address is B-10, Greater Kailash, Part-1, New Delhi, Delhi 110048 India. Pranav Gupta is co-owner of Swets and Prints Publications. Pranav Gupta directs the activities of Swets and Prints Publications and is involved in the creation of counterfeit copies of NFPA publications and the importation, distribution, and sale of those products in the United States, including fulfilling orders for counterfeit NFPA publications placed in the United States through Storefronts operated directly by himself, Swets

or Prints Publications, their affiliates, and/or one or more of the Doe Defendants, and shipping those products directly to consumers into the United States.

10. Pratyush Gupta is an individual whose last known address is B-10, Greater Kailash, Part-1, New Delhi, Delhi 110048 India. Pratyush Gupta is the brother of Pranav Gupta and co-owner of Swets and Prints Publications. Pratyush Gupta directs the activities of Swets and Prints Publications and is involved in the creation of counterfeit copies of NFPA publications and the importation, distribution, and sale of those products in the United States, including fulfilling orders for counterfeit NFPA publications placed in the United States through Storefronts operated directly by himself, Swets or Prints Publications, their affiliates, and/or one or more of the Doe Defendants, and ships those products directly to consumers in the United States.

11. Jatin Goel is an individual whose last known business address is 11 Darya Ganj, Ansari Road, New Delhi, Delhi 110002 India. Jatin Goel is an employee of Swets and Prints Publications. Jatin Goel has been identified as the shipper on several packages shipped from New Delhi, India containing counterfeit copies of NFPA's publications. Jatin Goel is involved in fulfilling orders for counterfeit NFPA publications placed in the United States through Storefronts operated either directly by himself, Swets or Prints Publications, their affiliates, and/or one or more of the Doe Defendants, and shipping those products directly to consumers in the United States.

12. Anil Goel is an individual whose last known business address is 11 Darya Ganj, Ansari Road, New Delhi, Delhi 110002 India. Anil Goel is an employee of Swets and Prints Publications. Anil Goel has been identified on several packages shipped from New Delhi, India containing counterfeit copies of NFPA's publications. Anil Goel is involved in fulfilling orders

for counterfeit NFPA publications placed in the United States through Storefronts operated directly by himself, Swets or Prints Publications, their affiliates, and/or one or more of the Doe Defendants, and shipping those products directly to consumers in the United States.

13. Gaura Handicraft & Exports (“Gaura Handicraft”) is a business located at 152/10, Sarai Jullena Okhla Road, New Delhi 110025 India. Gaura Handicraft is involved in the distribution and sale of counterfeit copies of NFPA’s publications in the United States. Gaura has been identified as the shipper of packages shipped from New Delhi, India to the United States containing counterfeit copies of NFPA’s publications. Gaura Handicraft fulfills orders for counterfeit NFPA publications placed in the United States through Storefronts operated directly by Gaura Handicraft, its affiliates, and/or one or more of the Doe Defendants, and ships those products directly to consumers in the United States.

14. Gaura Books (India) Private Limited (“Gaura Books”) is a business located at 152/10, Sarai Jullena Okhla Road, New Delhi, Delhi 110025 India. Gaura Books is owned and operated by the same individuals that own and operate Gaura Handicraft. Gaura Books, in concert with its affiliate company Gaura Handicraft, is involved in the distribution, importation, and sale of counterfeit copies of NFPA publications in the United States, including fulfilling orders for counterfeit NFPA publications placed in the United States through Storefronts operated directly by Gaura Books, its affiliates, and/or one or more of the Doe Defendants, and ships those products directly to consumers in the United States.

15. Shri Adhya Educational Books Private Limited (“Shri Adhya”) is a business located at 23/23B, EMCA House, Ansari Road, Darya Ganj, New Delhi 11002 India. Shri Adhya is involved in the distribution, importation, and sale of counterfeit copies of NFPA’s publications in the United States. A Doe Defendant suspected of selling counterfeit NFPA Publications on

Amazon through one or more of the Storefronts provided NFPA with an invoice naming Shri Adhya as the supplier of counterfeit NFPA publications. Shri Adhya fulfills orders for counterfeit NFPA publications placed in the United States through Storefronts operated directly by Shri Adhya, its affiliates, and/or the Doe Defendants and ships those products directly to consumers in the United States.

16. Radhika International is a business located at C 40 A 1/2 Hari Nagar, New Delhi 110064 India. Radhika International is involved in the distribution, importation, and sale of counterfeit copies of NFPA's publications in the United States. Radhika International has been identified on several packages shipped from New Delhi, India containing counterfeit copies of NFPA's publications, including counterfeits seized by U.S. Customs. Radhika International fulfills orders for counterfeit NFPA publications placed in the United States through Storefronts operated directly by Radhika International, its affiliates, and/or the Doe Defendants and ships those products directly to consumers in the United States.

17. Pawanputra Enterprises Private Limited, d/b/a Prakhya Groups Pawanputra Books ("Pawanputra Books") is a business located at 124 Vaishali Enclave, 2nd Floor, Pitampura, New Delhi, Delhi 110034 India. Pawanputra Books is involved in the distribution and sale of counterfeit copies of NFPA's publications in the United States. Pawanputra Books has been identified on a package shipped from New Delhi, India containing a counterfeit copy of an NFPA publication. Pawanputra Books fulfills orders for counterfeit NFPA publications placed in the United States through Storefronts operated directly by Pawanputra Books, its affiliates, and/or one or more of the Doe Defendants, and ships those products directly to consumers in the United States.

18. United Worldwide Courier Inc. (“United Worldwide”) is a business located at 218 West 37th Street, 6th Floor, New York, New York 10018. United Worldwide is the U.S.-based affiliate of Indian-based courier United Worldwide Courier Private Limited, located at 111, Safderjung Enclave, Humayunpur, New Delhi, Delhi 110029 India. United Worldwide provides international shipping services between New Delhi, India and New York, New York and acts as a freight forwarder. United Worldwide has acted as a point of contact in the United States for receiving counterfeit NFPA publications shipped from India and then re-distributing them to U.S. customers. An individual named Sanjay Kapar owns United Worldwide.

19. Fast Track Express & Cargo Services, Inc. (“Fast Track”) is a business located at 149-05 177th Street, Jamaica, New York 11434. Fast Track provides international shipping services between New Delhi, India and New York, New York and acts as a freight forwarder. Fast Track has acted as a point of contact in the United States for receiving counterfeit NFPA publications shipped from New Delhi, India and then re-distributing them to U.S. customers. An individual named Shawn Zaidi owns Fast Track.

20. Mukul Chugh is a resident of the state of New York, with an address located at 105-08 101st Ave, #2, Ozone Park, New York 11416. Mukul Chugh has been identified on a package shipped from Ozone Park, New York containing a counterfeit copy of an NFPA publication. Mukul Chugh is involved in fulfilling orders for counterfeit NFPA publications placed in the United States through one or more Storefronts operated by him, his affiliates, and/or one or more of the Doe Defendants, and shipping those products directly to consumers in the United States.

JURISDICTION AND VENUE

21. This Court has personal jurisdiction over Defendants in this District, because Defendants have committed acts of counterfeiting, trademark infringement, and copyright

infringement within this State and in this District, and have committed acts of counterfeiting, trademark infringement, and copyright infringement outside the State, which caused injury to NFPA within the State, and Defendants expected and should reasonably have expected such acts to have consequences in this State and to derive substantial revenue from interstate or international commerce. Defendants have advertised and distributed, and offered to distribute over the Internet through the Online Marketplaces, including in this District, unauthorized copies of NFPA's trademarked and copyright-protected works. Defendants' actions have caused injury to NFPA within this District. There is also personal jurisdiction over Defendants United Worldwide, Fast Track, and Mukul Chugh for the additional reason that they are all located or reside within the State of New York, Defendant Prints Publications because it regularly conducts business within the State of New York through its website www.printspublications.com, and the Doe Defendants because they regularly conduct business within the State of New York through the Online Marketplaces.

22. This action arises under the Lanham Act and Copyright Act. This Court has jurisdiction over the subject matter of this action pursuant to 15 U.S.C. §1121 and 28 U.S.C. §§ 1331 and 1338(a). This Court also has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367. In addition, because there is diversity of citizenship between the parties to this action and the matter in controversy exceeds \$75,000, the Court has jurisdiction pursuant to 28 U.S.C. § 1332.

23. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to NFPA's claims occurred in this District.

FACTS COMMON TO ALL COUNTS

Plaintiff's Business and Publications

24. NFPA is a worldwide leader in fire, electrical, building, and life safety. Founded in 1869, NFPA's mission is to reduce loss from fire, electricity, and other hazards, by providing and advocating consensus codes and standards, research, training, education, and outreach. The development of voluntary consensus standards is NFPA's principal activity and primary means through which it furthers its safety mission.

25. NFPA has developed more than 300 codes and standards in the areas of fire, electrical, and building safety. These codes and standards are designed to minimize damage to property and to protect people from death and injury.

26. The most widely used of NFPA's codes and standards is *NFPA 70, The National Electrical Code*® (hereinafter, "National Electrical Code"). National Electrical Code (also widely referred to as NEC®) is a voluntary consensus standard for electrical safety in residential, commercial, and industrial occupancies, establishing the standard for safe electrical installations. First published in 1897, National Electrical Code is the world's most widely used and accepted standard for electrical installations.

27. National Electrical Code is updated and published every three years, with the 2017 edition being the most current (hereinafter, "National Electrical Code 2017").

28. Another widely used set of NFPA codes and standards is *NFPA 72: National Fire Alarm and Signaling Code* (hereinafter, "National Fire Alarm Code"). National Fire Alarm Code establishes standards for fire alarm systems as well as signaling and emergency communications used for weather emergencies, terrorist events, biological, chemical, nuclear emergencies, and other threats.

29. National Fire Alarm Code is updated and published every three years, with the 2016 edition being the most current (hereinafter, “National Fire Alarm Code 2016”).

30. Set forth below are images of the cover pages for National Electrical Code 2017 and National Fire Alarm Code 2016:



31. NFPA distributes National Electrical Code and National Fire Alarm Code in a variety of different formats. National Electrical Code 2017 comes in softbound (i.e., paperback), loose-leaf, spiral-bound, PDF, and eBook formats. National Fire Alarm Code 2016 comes in softbound, PDF, and eBook formats.

32. NFPA also produces handbook versions of National Electrical Code and National Fire Alarm Code. These handbooks, which are sold in hardcover, PDF, and eBook formats, contain the full content of the codes and standards and explain them more fully, by providing in-depth, detailed explanations, charts, tables, color photos, and other graphical works.

33. All of NFPA’s publications have been assigned International Standard Book Numbers (hereinafter, “ISBN”). An ISBN is a unique reference number that identifies the title of a book or other book-like product (such as a PDF or eBook) to which it is assigned, as well as the publisher of the book. An ISBN is assigned to each edition and variation of a book.

34. NFPA currently sells numerous editions of the National Electrical Code (dating back to the 1947 edition) and National Fire Alarm Code (dating back to the 1993 edition), including the respective handbooks, in a variety of print and electronic formats (collectively, the “NFPA Publications”).

35. NFPA sells NFPA Publications directly to professionals, tradespeople, and other consumers through its online catalog located at the URL/domain name www.catalog.nfpa.org. NFPA and its authorized distributors also sell NFPA Publications through online retailers like Amazon.

36. Set forth below is a list of the various formats for the current editions of National Electrical Code and National Fire Alarm Code sold by NFPA and its authorized distributors directly to consumers, together with the corresponding ISBN reference numbers and retail prices normally charged to consumers:

National Electrical Code 2017		
<u>Format</u>	<u>Retail Price</u>	<u>ISBN</u>
Softbound/Paperback	\$102.00	978-1455-91277-3
PDF	\$102.00	978-1455-91280-3
Handbook	\$191.00	978-1455-91284-1
Handbook PDF	\$191.00	978-1455-91285-8
National Fire Alarm Code 2016		
<u>Format</u>	<u>Retail Price</u>	<u>ISBN</u>
Softbound/Paperback	\$102.50	978-1455-91164-6
PDF	\$102.50	978-1455-91201-8
Handbook	\$165.00	978-1455-90936-0
Handbook PDF	\$165.00	978-1455-91285-8


37. NFPA underwrites the substantial cost of developing codes and standards by relying on revenues made from the sales of its publications. More than 60% of NFPA’s annual revenue is derived from the sale of its publications.

38. Individuals and organizations in the private sector rely heavily on NFPA codes and standards. Private actors use NFPA codes and standards for a variety of purposes, including as industry and professional best practices, insurance underwriting, professional training, worker protection, product testing, and certification.

Plaintiff's Trademarks

39. NFPA uses various trademarks on and in connection with the promotion and sale of NFPA Publications.



40. Specifically, NFPA uses the following trademarks, which are all registered to NFPA before the United States Patent and Trademark Office ("PTO"), in connection with, among other things, books and publications in the field of fire safety (collectively, the "NFPA Marks"):

Mark	Reg. No.	Reg. Date	First Use In Commerce
NFPA	3,141,884	September 12, 2006	1900
NFPA & Design 	2,834,633	April 20, 2004	1993

One or more of the NFPA Marks appears on all NFPA Publications.

41. NFPA also owns registrations in the PTO for the following trademarks covering, among other things, publications on electrical safety (collectively, the "National Electrical Code Marks"):

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>First Use In Commerce</u>
NATIONAL ELECTRICAL CODE	1,094,460	June 27, 1978	1911
NEC	1,165,496	August 18, 1981	1973
NEC & Design	1,148,903	March 24, 1981	1978

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>First Use In Commerce</u>
			
NFPA 70	3,354,321	December 11, 2007	1951
NEC NFPA & Design 	5,161,231	March 14, 2017	2016

In addition to the NFPA Marks, one or more of the National Electrical Code Marks appears on all publications of National Electrical Code.

42. NFPA also owns the following trademark registrations before the PTO covering, among other things, publications on fire safety and alarm systems (collectively, the “National Fire Alarm Code Marks”).

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>First Use In Commerce</u>
NFPA 72	1,951,710	January 23, 1996	1992
NATIONAL FIRE ALARM CODE	3,041,668	January 10, 2006	1993
NATIONAL FIRE ALARM AND SIGNALING CODE	4,992,445	July 5, 2016	2009

In addition to the NFPA Marks, one or more of the National Fire Alarm Code Marks appears on all publications of National Fire Alarm Code.

43. The NFPA Marks, National Electrical Code Marks, and National Fire Alarm Code Marks (hereinafter collectively referred to as, the “Registered Marks”) are inherently distinctive, valid, subsisting, and with exception of Reg. Nos. 5,161,231 and 4,992,445,

incontestable, and therefore constitute *prima facie* evidence of NFPA's exclusive right to the Registered Marks for publications relating to electrical safety, fire safety, and/or alarm systems. (Attached hereto as Exhibit 2 are copies of the certificates of registration for the Registered Marks).

44. NFPA has used the Registered Marks prominently and consistently in connection with the promotion and sale of publications relating to electrical safety, fire safety, and/or alarm systems. NFPA's publications bearing the Registered Marks have received widespread media coverage, in which one or more of the Registered Marks have been featured prominently. NFPA has invested decades of effort in building the reputation of quality in the codes and standards industry and in connection with NFPA publications bearing the Registered Marks.

45. As a result of NFPA's extensive use, promotion, and investment, the Registered Marks are well known and widely associated with NFPA and its publications, and have acquired distinctiveness as well as significant and valuable goodwill.

Plaintiff's Copyrights

46. NFPA holds valid copyrights in its standards and codes. Among others, the following publications are registered to NFPA before the United States Copyright Office (collectively, the "Copyrighted Works"):

<u>Edition</u>	<u>Publication</u>	<u>Publication Date</u>	<u>Registration Date</u>	<u>Registration No.</u>
2017	National Electrical Code	08/24/2016	07/24/2017	TX 8-379-669
2017	National Electrical Code Handbook	12/16/2016	07/24/2017	TX 8-381-251
2016	National Fire Alarm Code	09/07/2015	12/01/2017	TX 8-514-009
2014	National Electrical Code	11/1/2013	07/25/2015	TX 7-935-064
2014	National Electrical Code Handbook	11/22/2013	07/11/2014	TX 7-934-396
2013	National Fire Alarm Code	08/29/2012	05/21/2013	TX 7-735-731
2011	National Electrical Code	08/25/2010	12/13/2010	TX 7-297-325
2008	National Electrical Code	08/15/2007	12/03/2007	TX 6-966-113
2005	National Electrical Code	10/08/2004	02/05/2005	TX 6-108-410

(Attached hereto as Exhibit 3 are copies of the certificates of registration issued by the U.S. Copyright Office for the Copyrighted Works.)

47. The Copyrighted Works constitute copyrightable subject matter under the laws of the United States. NFPA owns or controls the copyrights and/or the relevant exclusive rights in the Copyrighted Works under U.S. copyright laws. The certificates of registration for the Copyrighted Works were issued within five years of first publication of each of the works, and therefore constitute *prima facie* evidence of copyright validity.

Defendants' Unlawful Acts

48. Defendants are comprised of entities and individuals who are involved in creating counterfeit NFPA publications bearing the Registered Marks and distributing, marketing, and selling those counterfeit products in the United States through the Storefronts set forth in Exhibit 1, and likely other storefronts. Defendants selling on AbeBooks, Amazon, and Biblio primarily sell counterfeit copies of National Electrical Code 2017 in softbound (paperback) format, while Defendants operating on eBay primarily sell counterfeit copies of various editions of National Electrical Code, National Fire Alarm Code, and their respective handbooks in PDF (electronic) format.

49. In addition to the Storefronts, upon information and belief, Defendants are operating other storefronts on the Online Marketplaces that currently sell counterfeit copies of NFPA Publications. Defendants may also be operating other storefronts on the Online Marketplaces of which NFPA is not yet aware. Defendants may also be operating on other websites or selling counterfeit NFPA Publications to brick and mortar bookstores. In addition to National Electrical Code and National Fire Alarm Code, Defendants may also be involved in the creation, importation, distribution, and/or sale of other counterfeit NFPA publications.

50. Defendants operate the Storefronts through various anonymous seller accounts. They have established these seller accounts to hide their identities and to facilitate the sale of counterfeit NFPA Publications and other counterfeit publications.

51. Defendants advertise counterfeit NFPA Publications on their Storefronts as if they are authentic publications created by NFPA or otherwise authorized by NFPA. Defendants also use one or more of NFPA's Registered Marks and the ISBN reference numbers associated with legitimate NFPA Publications to convince consumers that the publications they sell are authentic.

52. A key indicator that a publication advertised as a genuine NFPA Publication is in fact a counterfeit is price. Defendants sell counterfeit NFPA Publications at prices substantially below the normal market price for unused, legitimate NFPA Publications, ranging from 35% to 90% less than the normal price in many cases. In so doing, Defendants often describe the condition of their physical counterfeit books as "used-like new," "used-very good," or with similar descriptors, as a way to justify the extremely low price and avoid suspicion that their prices are too good to be true for new, authentic NFPA Publications. However, these so-called "used" publications are, in most cases, newly copied counterfeits, sold in many instances in shrink-wrap plastic and completely unused.

53. Many Defendants appear to be working collectively because many of the counterfeit NFPA Publications exhibit the same counterfeit traits and inferior qualities. Further, many of the Storefronts operated by Defendants offer similar inventories of other non-NFPA publications that also appear to be counterfeit.

54. Some Defendants who operate Storefronts on Amazon distribute counterfeit NFPA Publications through Amazon's fulfillment service called Fulfillment by Amazon (or

“FBA”). Defendants using FBA provide their counterfeit NFPA Publications to Amazon, and Amazon ships the counterfeits from an Amazon fulfillment center directly to consumers. Thus, the identities and addresses of Defendants utilizing FBA services are not always evident from the shipping labels on the packages containing the counterfeit publications.

55. Other Defendants who operate Storefronts on Amazon fulfill orders for counterfeit NFPA Publications either directly, or through entities and individuals in India or elsewhere, who distribute the counterfeits on behalf of those Storefronts and ship them directly to U.S. consumers.

56. Defendants who operate Storefronts on AbeBooks and Biblio also fulfill orders for counterfeit NFPA Publications either directly, or through entities and individuals in India or elsewhere, who distribute the counterfeits on behalf of those Storefronts and ship them directly to U.S. consumers.

57. Through NFPA’s investigation into online sales of counterfeit NFPA Publications, which included, among other things, a series of test purchases on the Online Marketplaces and site visits to suspicious targets located in New York, New York and New Delhi, India, NFPA identified the names of several entities and individuals who fulfill orders or otherwise are involved in the copying, distribution, or sale of counterfeit NFPA Publications purchased through the Storefronts. Those entities and individuals include the following: (i) Defendants Swets, Prints Publications, Pranav Gupta, Pratyush Gupta, Jatin Goel, and Anil Goel, all of which appear to operate out of the same address where Swets is located (hereinafter collectively, the “Swets Defendants”); (ii) Gaura Handicraft and its related company Gaura Books (hereinafter collectively, the “Gaura Defendants”); (iii) Shri Adhya; (iv) Radhika

International; (v) Pawanputra Books; (vi) United Worldwide; (vii) Fast Track; and (viii) Mukul Chugh.

58. The Swets Defendants have fulfilled numerous orders for counterfeit copies of National Electrical Code 2017 (softbound format) on behalf of the Storefronts Danielles Marketing, bestbuybooks16, KINGKONG, TJ Books Company, evolution bookstore, Q3 STORE, Paradise Stores, Popli Books (currently known as Urban Sector), 999_JUPITORSTORE, BOOK FLIP, JENIFER BOOK STORE, and VVM Store (currently known as Infamiss) for retail prices as low as \$31.90, including shipping the counterfeit products for these Storefronts to customers in the United States. (Attached hereto as Exhibit 4 are purchase orders for the counterfeit NFPA Publications purchased from some of these Storefronts and shipping labels identifying one or more Swets Defendants as the shipper or authorized signatory.) Upon information and belief, the Swets Defendants continue to fulfill orders on behalf of other Storefronts set forth in Exhibit 1 and others.

59. Prints Publications, one of the Swets Defendants, specializes in book printing technology. (Attached hereto as Exhibit 5 are printouts from Prints Publications' website identifying its book printing capabilities). Upon information and belief, Prints Publications, together with Swets, is responsible for creating counterfeit copies of NFPA Publications in its book printing facilities called "Prints House," located at 11 Darya Ganj, Ansari Road, New Delhi, Delhi 110002 India, where Swets is also located. In turn, Prints Publications supplies Swets with the counterfeits, and Swets, together with the Guptas and Goels, fulfills online orders in the United States for counterfeit NFPA Publications, by shipping them on behalf of many Storefronts to U.S. customers. U.S. Customs has seized some of these shipments from the Swets Defendants to the United States containing counterfeit NFPA Publications. (Attached hereto as

Exhibit 6 are seizure notices from U.S. Customs naming one or more of the Swets Defendants as shippers of counterfeit NFPA Publications).

60. The Gaura Defendants have fulfilled orders for counterfeit copies of National Electrical Code 2017 (softbound format) on behalf of the Storefronts WHOLESale BOOKS, Natural Infinty, and tregus_depott_ for retail prices as low as \$37.00, including shipping the counterfeit products for those storefronts to customers in the United States. (Attached hereto as Exhibit 7 are purchase orders for the counterfeit NFPA Publications purchased from some of these Storefronts and shipping labels identifying one of the Gaura Defendants as the shipper.) Upon information and belief, the Gaura Defendants continue to fulfill orders for counterfeit NFPA Publications on behalf of other Storefronts set forth in Exhibit 1 and others.

61. A bookseller calling itself Sunita Books disclosed that Defendant Shri Adhya sold 90 copies of National Electrical Code 2017 (softbound format) to Sunita Books, all of which are believed to be counterfeit copies. (Attached hereto as Exhibit 8 is an invoice evidencing the sale of 90 copies of National Electrical Code 2017 from Shri Adhya to Sunita Books). Based on the information provided by Sunita Books, Shri Adhya fulfilled orders for counterfeit NFPA Publications on behalf of the Storefront ESPN BOOKS for retail prices as low as \$37.00, which were shipped to customers in the United States. Upon information and belief, Shri Adhya continues to fulfill orders for counterfeit NFPA Publications on behalf of other Storefronts set forth in Exhibit 1 and others.

62. Defendant Radhika International has fulfilled orders for counterfeit copies of National Electrical Code 2017 (softbound format) on behalf of the Storefronts Bestusedbooks (currently known as Exercise_text_books), book2textbook, Grtextbooks, Global Mgmt Services, A-Z Book, Aeonian Books Store, EduBooksUS, and Books HQ for retail prices as low as

\$38.98, including shipping the counterfeit products for these storefronts to customers in the United States. (Attached hereto as Exhibit 9 are purchase orders for the counterfeit NFPA Publications purchased from these Storefronts and shipping labels identifying Radhika International as the shipper.) Some of these shipments from Radhika International to the United States containing counterfeit NFPA Publications have been seized by U.S. Customs. (Attached hereto as Exhibit 10 is a seizure notice from U.S. Customs naming Radhika International as a shipper of counterfeit NFPA Publications). Upon information and belief, Radhika International continues to fulfill orders for counterfeit NFPA Publications on behalf of other Storefronts set forth in Exhibit 1 and others.

63. Defendant Pawanputra Books has fulfilled orders for counterfeit copies of National Electrical Code 2017 (softbound format) on behalf of the Storefront PAWANPUTRA BOOKS for retail prices as low as \$58.99, including shipping the counterfeit products for this storefront to customers in the United States. (Attached hereto as Exhibit 11 is the purchase order for the counterfeit NFPA Publication purchased from this Storefront and a shipping label identifying Pawanputra Books as the shipper.) Upon information and belief, Pawanputra Books continues to fulfill orders for counterfeit NFPA Publications on behalf of other Storefronts set forth in Exhibit 1 and others.

64. Rather than ship counterfeits directly from India to consumers in the United States, some counterfeiters in India have utilized freight forwarding companies in the United States to provide services for receiving packages from New Delhi and shipping them to consumers in the United States on behalf of the counterfeiters. This has included Defendants United Worldwide and Fast Track. United Worldwide and Fast Track have played a critical role

in furthering the illegal counterfeiting scheme, by acting as a conduit for distributing the counterfeits in the United States.

65. A counterfeit copy of National Electrical Code 2017 (softbound) was shipped from the New York, New York address of Defendant United Worldwide under the name “Blue Bird Sales” on behalf of the Storefront Arkenstone Shop. (Attached hereto as Exhibit 12 is the purchase order for the counterfeit NFPA Publication purchased from this Storefront and a shipping label identifying United Worldwide’s New York, New York address as the shipping address.) Upon information and belief, United Worldwide, with knowledge of the counterfeit nature of the product, acted as a point of contact in the United States for receiving this counterfeit NFPA publication and others shipped from India, and re-distributed it to U.S. customers. Upon information and belief, alias names like “Blue Bird Sales,” are used on shipping labels from United Worldwide, to hide the true identity of the shipper, as was done on the shipping label displayed in Exhibit 12.

66. A counterfeit copy of National Electrical Code 2017 (softbound) was shipped from Defendant Fast Track on behalf of the Storefront 4G BOOKS. (Attached hereto as Exhibit 13 is the purchase order for the counterfeit NFPA Publication purchased from this Storefront and a shipping label identifying Fast Track as the shipper.) Upon information and belief, Fast Track, with knowledge of the counterfeit nature of the product, acted as a point of contact in the United States for receiving this counterfeit NFPA publication and others shipped from India, and re-distributed it to U.S. customers.

67. Defendant Mukul Chugh has fulfilled orders for counterfeit copies of National Electrical Code 2017 (softbound format) on behalf of the Storefront Universal Book store for retail prices as low as \$38.00, including shipping the counterfeit products for this storefront to

customers in the United States. (Attached hereto as Exhibit 14 is a purchase order for the counterfeit NFPA Publication purchased from this Storefront and a shipping label identifying Mukul Chugh as the shipper.) Upon information and belief, Mukul Chugh continues to fulfill orders for counterfeit NFPA Publications on behalf of other Storefronts set forth in Exhibit 1.

68. NFPA has also confirmed that numerous Storefronts operating on eBay sell multiple unauthorized PDF (electronic) copies of various NFPA Publications, including without limitation, counterfeit PDF copies of National Electrical Code Handbook 2017, National Electrical Code 2017, and National Fire Alarm Code 2016 for retail prices as low as \$25.00, \$6.99, and \$6.49, respectively. (Attached hereto as Exhibit 15 are purchase orders from various Storefronts on eBay confirming the sale and purchase of unauthorized PDF copies of various NFPA Publications on eBay).

69. Customers who purchase PDF versions of NFPA Publications from NFPA or its authorized distributors are not authorized to make copies of those PDFs and distribute those copies for sale or otherwise to others. Only NFPA and certain distributors approved by NFPA are authorized to copy and distribute or sell PDF copies of NFPA Publications.

70. All PDF sales of NFPA Publications on eBay complained of herein are unauthorized copies of NFPA's copyright-protected publications bearing NFPA's registered trademarks, and therefore are counterfeits that infringe NFPA's trademarks and copyrights.

71. NFPA has suffered and will continue to suffer serious financial and reputational injury due to Defendants' counterfeiting and infringement of its trademarks and copyrights. Both NFPA and its authorized distributors have been deprived of income due to Defendants' unlawful conduct. Defendants' unlawful actions could cause NFPA to cease revising or creating

one or more deserving publications, leading to an adverse impact on codes and standards designed to minimize damage to property and to protect people from death and injury.

72. While the average consumer may not immediately realize or know that they have purchased a counterfeit NFPA Publication from Defendants, many of the counterfeit NFPA Publications sold by Defendants as softbound books are low-quality copies. Below is a non-exhaustive list of the characteristics of counterfeit softbound NFPA Publications:

a. Differences in Cover Page Quality. As shown below, the cover art on genuine NFPA Publications is crisp and clear. The cover art and text on counterfeit NFPA Publications is somewhat blurred, faded, of different coloring and size, and overall lower quality.

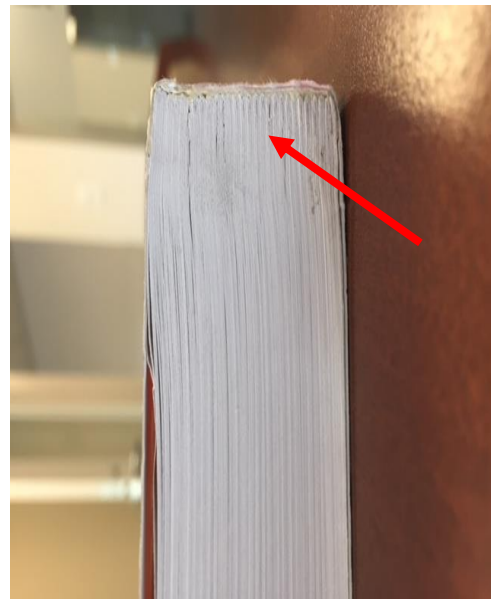


b. Differences in Binding Quality. As shown below, genuine NFPA Publications feature pages bound together with glue to the spine of the book. Counterfeit NFPA Publications often feature pages individually bound or bound in clumps to the spine of the book, resulting in parts of the book falling apart from the binding. This also causes the curvature of the spine to differ from genuine NFPA Publications.

Genuine NFPA Publication



Counterfeit Version



c. Differences in Thickness: As shown below, counterfeit NFPA Publications are sometimes thicker or thinner than genuine NFPA Publications due to the lower quality of paper used for the counterfeits.

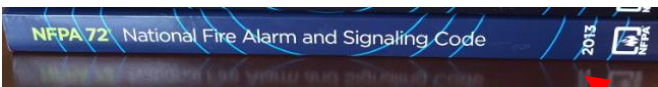
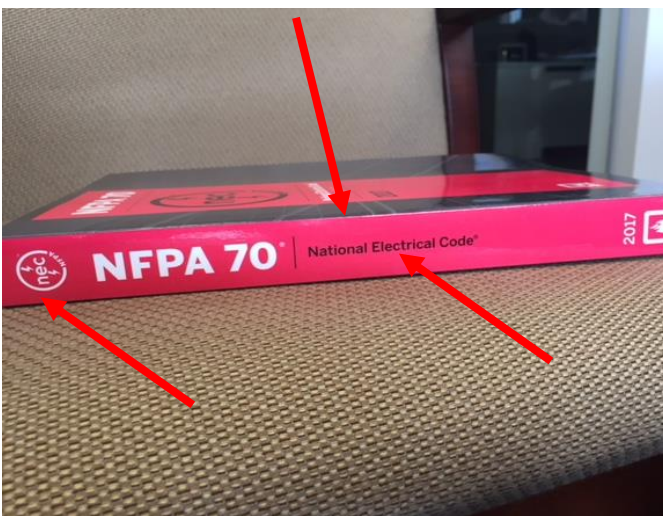
Genuine NFPA Publication **Counterfeit Version**



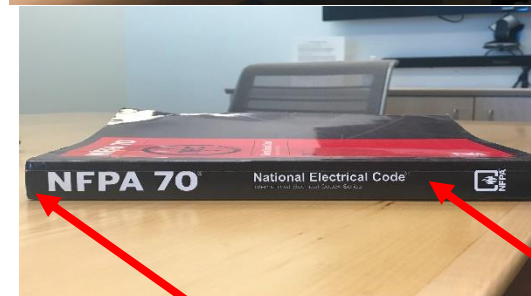
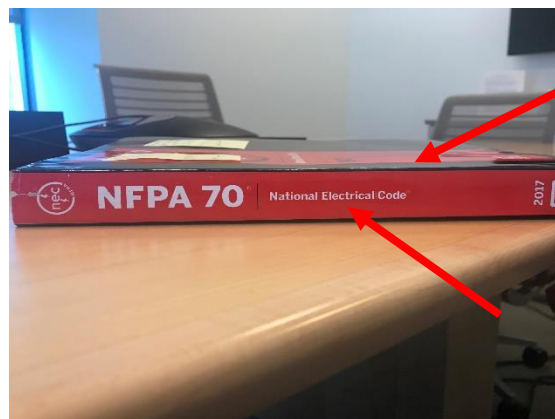
d. Differences in Appearance of Insert Cards: As shown below, insert cards in genuine NFPA Publications like National Electrical Code 2017 are perforated cardstock-weight and mostly white, with a white perforation line, and depicts a small image of the book. National Electrical 2017 counterfeits often have black ink along the perforation line, or large image of the book on the card, and the quality of the insert is not always cardstock-weight.

cover page. However, counterfeit copies of National Electrical Code 2017 sometimes omit the NEC NFPA & Design® trademark, feature a counterfeit copy of the NFPA's trademark NATIONAL ELECTRICAL CODE® in white lettering (instead of black lettering), the black cover color bleeds over to the spine, and sometimes the spine itself is featured in black with all white lettering. For National Fire Alarm Code, genuine copies feature a bluish spine and the edition year on the spine, whereas counterfeit copies sometimes feature a blackish spine and omit the edition year from the spine. There are also often other discrepancies in the text and appearance on the spine of counterfeit NFPA Publications.

Genuine NFPA Publication



Counterfeit Version



73. Many of the counterfeit NFPA Publications are also missing pages, contain upside down pages, or contain typographical errors due to faulty scanning or copying. Because NFPA's

codes and standards are designed to minimize damage to property and to protect people from death and injury, such omissions and errors could affect the substantive content of the codes and standards, putting people and property in danger.

74. Due to the poor quality of many counterfeit NFPA Publications, many consumers who have purchased the counterfeits have posted negative reviews online about these products bearing one or more of NFPA's Registered Marks.

75. On Amazon, several customers suspected of purchasing counterfeit copies of National Electrical Code 2017 (softbound format) have posted negative reviews about the products, including the following reviews set forth below:

★☆☆☆☆ **Was going to use the book despite the horrible condition and poor print**

By [Amazon Customer](#) on May 1, 2018

Format: Paperback | **Verified Purchase**

Was going to use the book despite the horrible condition and poor print, went to put my tabs in and pages are falling out... DO NOT BUY!!!!

★☆☆☆☆ **Missing pages**

By [Amazon Customer](#) on April 30, 2018

Format: Paperback | **Verified Purchase**

Missing pages and not printed pages

★☆☆☆☆ **Bad printing of book. Avoid.**

By [Kyle](#) on March 2, 2018

Format: Paperback | **Verified Purchase**

Some pages were upside down in the manual. Some pages were missing. Can't be considered a technical resource when it's incomplete.

Not to mention the copy I got looked to have been used, or returned.

★☆☆☆☆ **Missing over a hundred pages of the book**

By [amber stotts](#) on February 25, 2018

Format: Paperback | **Verified Purchase**

This book was missing over a hundred pages. That explains why it was so cheap

★☆☆☆☆ **Very disappointed in the quality**

By [shylo](#) on February 21, 2018

Format: Paperback | **Verified Purchase**

My copy is badly printed. Very disappointed in the quality. Would not recommend purchasing it.

★☆☆☆☆ **Awful printing quality**

By [thomas j boyer](#) on February 12, 2018

Format: Paperback | **Verified Purchase**

Awful quality.

1) Font is small and hard to read (compared to 2014 code book)

2) Many pages were significantly faded.

3) Printing is shiny, making it hard to read in direct light.

For eighty bucks?! Whomever they're using to print this now should be fired and the contract given to someone else! I'm really mad about this! This book is my livelihood.

★☆☆☆☆ **Book appeared normal but wasn't.**

By [Ted B.](#) on December 19, 2017

Format: Paperback | **Verified Purchase**

Got this book to study for my Journeyman Electrical license. Also purchased the tabs to attach to the pages. Found out on the day of my test that the book was screwed up. I have some pages that are duplicate and others that are completely missing. Book still had factory binding in tact. It was quite difficult to keep up with the instructor and could not find the items he was directing me towards.

★☆☆☆☆ **This book was terrible. First it came from New Delhi India**

By [Paul D. Wright](#) on November 6, 2017

Format: Paperback | **Verified Purchase**

This book was terrible. First it came from New Delhi India. What is wrong with USA?

Article 770 and 800 were placed in Article 240 into 250 and those pages for that section of the CODE were missing.

I would be embarrassed if I offered something like this to the buying public.

★☆☆☆☆ **Faded printing**

By [john](#) on April 26, 2017

Format: Paperback | **Verified Purchase**

I have been purchasing the NEC book since 2005, usually the NEC books are put together really well. When i got this book in it was in great shape but the font was different (which wasn't a big deal) but what disappointed me was the printing the ink was faded, some sections missing descriptions, and even smeared ink. At first i thought it was normal but i compared all my previous NEC books and it was clearly a poor print.

(Attached hereto as Exhibit 16 is a printout of numerous negative reviews from the Amazon product profile page for National Electrical Code 2017 (softbound format)).

76. Amazon provides a single product profile page for National Electrical Code 2017 and other NFPA Publications sold on the platform based on the ISBN number, regardless of whether the publication is authentic or counterfeit. Therefore, negative reviews posted about a counterfeit copy of National Electrical Code 2017 will be posted against all listings of National Electrical Code 2017 (both authentic and counterfeit), causing irreparable damage to NFPA's reputation and brand.

77. Amazon also commingles authentic and counterfeit NFPA Publications with the same ISBN that are sold under Amazon's FBA program. For example, Amazon may have an authentic copy of National Electrical Code 2017 in its Lexington, Kentucky fulfillment center offered by NFPA or an authorized distributor, and a counterfeit version of National Electrical Code 2017 in its Jacksonville, Florida fulfillment center offered by one or more Defendants. If a consumer located in Orlando, Florida seeks to purchase an authentic version of National Electrical Code 2017 directly from an Amazon storefront operated by NFPA or its authorized distributors, and pays the regular retail price or a price close to that amount, Amazon may still ship the counterfeit copy from its Jacksonville fulfillment center to that consumer, because the counterfeit is located closest to the consumer's shipping address. As suggested by the Amazon reviews below, this kind of commingling is taking place on Amazon, resulting in damage to NFPA's brand, because consumers wrongfully believe they are receiving authentic NFPA Publications that are of bad quality:

★☆☆☆☆ **Awful printing quality**

By [thomas j boyer](#) on February 12, 2018

Format: Paperback | [Verified Purchase](#)

Awful quality.

1) Font is small and hard to read (compared to 2014 code book)

2) Many pages were significantly faded.

3) Printing is shiny, making it hard to read in direct light.

For eighty bucks?! Whoever they're using to print this now should be fired and the contract given to someone else! I'm really mad about this! This book is my livelihood!

★☆☆☆☆ **Product is falling apart...**

By [Amazon Customer](#) on May 29, 2017

Format: Paperback | [Verified Purchase](#)

This (required) book that costs nearly \$100 didn't even have proper binding. The inside pages were falling right out on first time opening it. We will be contacting the company about a new one that is actual quality.

78. In fact, NFPA has received several complaints from consumers who purchased counterfeit NFPA Publications from one or more Defendants, believing they were purchasing the product from NFPA, and demanded that NFPA replace the publications or refund their money.

79. NFPA has filed numerous take down requests with the Online Marketplaces to remove the counterfeit NFPA Publications from each platform. However, Defendants' infringing activities often resume within hours or days, whether under the same storefront names or new storefront names.

80. While NFPA has identified some of the counterfeit NFPA Publications that Defendants have infringed, NFPA has not identified all of them. Defendants' infringing activities are rampant. The counterfeiting activity described herein by Defendants are only examples of their sales of counterfeit NFPA Publications.

81. Defendants' importation, distribution, marketing, and sale of counterfeit and infringing NFPA Publications have caused and will continue to cause irreparable injury to the reputation and goodwill of NFPA and its brand, while Defendants benefit from the labor and intellectual capital that NFPA invested in the creation of its publications.

FIRST CLAIM FOR RELIEF
(Trademark Counterfeiting in Violation of the Lanham Act, 15 U.S.C. § 1114(1))

82. NFPA realleges and incorporates herein the allegations set forth in the foregoing paragraphs of this Complaint.

83. Defendants' actions constitute trademark counterfeiting under the Lanham Act, because they are using designations which are identical to or substantially indistinguishable from the Registered Marks, in connection with the importing, exporting, distribution, sale, offering for sale, marketing, or advertising of publications, with such use being likely to cause confusion, to cause mistake, or to deceive the public.

84. Upon information and belief, Defendants have deliberately and intentionally sold counterfeit copies of NFPA Publications bearing identical or substantially indistinguishable copies of one or more of the Registered Marks to further their own business enterprises, or have

acted with willful blindness to unfairly benefit from the incalculable goodwill inherent in the Registered Marks.

85. Defendants knowingly supervised and controlled the importation and distribution of counterfeit NFPA Publications, and/or had a direct financial interest in, and stood to gain a direct financial benefit from their deliberately counterfeiting activity.

86. By engaging in the unlawful conduct alleged above, Defendants personally induced, caused, or materially contributed to counterfeiting.

87. Defendants supplied the means to facilitate the counterfeiting of NFPA's Registered Marks and/or substantially participated in the furtherance of such counterfeiting activities.

88. Defendants directed, controlled, or substantially participated in the counterfeiting activities alleged in this Complaint and were and are in a position to benefit economically from the counterfeiting of NFPA's Registered Marks.

89. The counterfeiting by Defendants of NFPA's Registered Marks has caused and will continue to cause irreparable injury to the reputation and goodwill of NFPA for which NFPA has no adequate remedy at law. Unless Defendants are restrained by this Court from continuing their counterfeiting activities, these injuries will continue to occur in the future. NFPA is accordingly entitled to an order restraining and permanently enjoining Defendants from further counterfeiting under 15 U.S.C. § 1116(a).

SECOND CLAIM FOR RELIEF
(Infringement of Registered Trademarks Under the Lanham Act, 15 U.S.C. § 1114(1))

90. NFPA realleges and incorporates herein the allegations set forth in the foregoing paragraphs of this Complaint.

91. NFPA possesses valid and enforceable rights in the Registered Marks in connection with all of the goods at issue in this case by virtue of its extensive use, registration, promotion, and advertisement of the Registered Marks, and has possessed such rights at all times material hereto.

92. Defendants' unauthorized use of the Registered Marks in connection with importing, exporting, distribution, sale, offering for sale, marketing, and advertising counterfeit NFPA Publications constitutes a use in commerce of a reproduction, counterfeit, copy, or colorable imitation of Registered Marks that is likely to cause confusion, to cause mistake, or to deceive.

93. Upon information and belief, Defendants' conduct is willful, intentional, deliberate, in bad faith, and undertaken with knowledge of NFPA's prior rights, and with full knowledge that Defendants have no right, license, or authority to use NFPA's Registered Marks.

94. Defendants' acts are intended to reap the benefit of the goodwill that NFPA has built up in its Registered Marks. Defendants' acts constitute infringement of NFPA's federally registered trademark rights in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(l).

95. Defendants' publications bearing NFPA's Registered Marks are inferior to NFPA's genuine publications. This injures NFPA's business reputation by causing its trademarks and the goodwill associated with them to be confused or mistakenly associated with a group or series of publications of lesser quality, as alleged above.

96. Upon information and belief, consumers purchasing counterfeit NFPA Publications through the Storefronts mistakenly believe that those products were provided by, endorsed by, or otherwise associated with NFPA.

97. Upon information and belief, as a result of Defendants' actions, consumers seeking genuine NFPA Publications of the quality indicated by the Registered Marks are likely to be diverted from NFPA and its authorized distributors to the Storefronts operated by Defendants, and are likely to be misled about the nature, characteristics, quality, source, or association of Defendants' products.

98. NFPA has been, is now, and will continue to be irreparably injured and damaged by Defendants' conduct as described above, and unless such conduct is enjoined by the Court, NFPA will suffer further harm to its Registered Marks, reputation, and goodwill. This harm constitutes an injury for which NFPA has no adequate remedy at law.

99. NFPA is informed and believes, and on that basis alleges, that Defendants will continue to use NFPA's Registered Marks unless enjoined.

100. NFPA is entitled to an order restraining and permanently enjoining Defendants from further use of the Registered Marks under 15 U.S.C. § 1116(a).

THIRD CLAIM FOR RELIEF
(Vicarious and Contributory Trademark Counterfeiting and Trademark Infringement in Violation of the Lanham Act, 15 U.S.C. § 1114(1))

101. NFPA realleges and incorporates herein the allegations set forth in the foregoing paragraphs of this Complaint.

102. Upon information and belief, the Defendants actively participated in or subsequently ratified and adopted, or both, each and all of the acts or conduct alleged of herein, with full knowledge of all the facts and circumstances, including, but not limited to, full knowledge of each and every violation of NFPA's rights in the Registered Marks.

103. Upon information and belief, Defendants have supervised and controlled the counterfeiting and infringing activities complained of herein and have financially benefited directly from said activities.

104. Defendants had, and currently have, actual knowledge that they are selling counterfeit NFPA Publications through Plaintiff's numerous complaints submitted to the Online Marketplaces requesting that the Storefronts be taken down and/or prohibited from continuing to sell counterfeit NFPA Publications.

105. Despite this knowledge, Defendants have participated in, and continue to participate, aid and abet, and resultantly, profit from the sale of publications bearing counterfeit and infringing copies of the Registered Marks. Therefore, Defendants are vicariously or contributorily liable for the infringement of NFPA's Registered Marks.

FOURTH CLAIM FOR RELIEF
(False Designation of Origin and Unfair Competition in Violation of the Lanham Act, 15 U.S.C. § 1125(a))

106. NFPA realleges and incorporates herein the allegations set forth in the foregoing paragraphs of this Complaint.

107. Defendants' unauthorized use of the Registered Marks constitutes a use in commerce of a word, term, name, symbol, or device, or some combination thereof, or a false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion or mistake; to deceive as to the affiliation, connection, or association among and between the parties and their respective goods; or to cause confusion or mistake as to the origin, sponsorship, or approval among and between the parties and their respective goods.

108. Defendants' conduct is willful, intentional, deliberate, in bad faith, and undertaken with knowledge of NFPA's prior rights, and with full knowledge that Defendants have no right, license, or authority to use the Registered Marks.

109. Defendants' acts are intended to reap the benefit of the goodwill that NFPA has built up in the Registered Marks. Defendants' acts constitute false designation of origin and unfair competition, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

110. NFPA has been, is now, and will be irreparably injured and damaged by Defendants' conduct as described above, and unless such conduct is enjoined by the Court, NFPA will suffer further harm to its trademark, reputation, and goodwill. This harm constitutes an injury for which NFPA has no adequate remedy at law.

FIFTH CLAIM FOR RELIEF
(Copyright Infringement in Violation of the Copyright Act, 17 U.S.C. § 501)

111. NFPA realleges and incorporates herein the allegations set forth in the foregoing paragraphs of this Complaint.

112. NFPA enjoys exclusive rights with respect to the Copyrighted Works, including the exclusive right to copy, reproduce, distribute, display, and create derivative works based on the same.

113. Defendants had direct access to the Copyrighted Works through NFPA's website catalogue and other online or brick and mortar retail stores, which allow for the purchase of genuine NFPA Publications.

114. There is a copyright notice on all NFPA Publications.

115. Beginning on an unknown date but at least as early as 2017 and continuing to the present, Defendants have copied the Copyrighted Works and/or have distributed, or displayed

infringing copies of those works without NFPA's consent or authorization. The content of Defendants' publications are substantially similar to the Copyrighted Works.

116. Defendants know or have reason to know that: (i) the Copyrighted Works are protected by the Copyright Act; (ii) Defendants are not authorized to copy, or to display and distribute infringing copies of, the Copyrighted Works without NFPA's consent; (iii) Defendants do not have NFPA's consent to copy, or to display and distribute infringing copies of, the Copyrighted Works; and (iv) Defendants' actions constitute copyright infringement under the Copyright Act.

117. Defendants have knowingly, intentionally, and willfully engaged in unauthorized copying of NFPA's Copyrighted Works and displaying, distributing, and/or selling infringing copies of those works with the intent to deprive NFPA of the revenues that it would have otherwise earned from selling genuine NFPA Publications, and with the intent to wrongfully benefit from the labor and intellectual capital that NFPA invested in the creation of the Copyrighted Works.

118. The natural and foreseeable result of Defendants' wrongful conduct has been and will continue to be to deprive NFPA of the benefits of its NFPA Publications. NFPA has lost and will continue to lose revenues from Defendants' continued unauthorized use of the Copyrighted Works, including without limitation, its distribution and sale of counterfeit NFPA Publications, and has sustained and will continue to sustain damage as a result of Defendants' wrongful conduct.

119. Defendants have been unjustly enriched by its wrongful use of NFPA's Copyrighted Works and infringements of those works.

120. Defendants' unauthorized copying, reproducing, distributing, displaying, and use of the Copyrighted Works without consent or authorization constitutes copyright infringement pursuant to 17 U.S.C. § 101 *et seq.* because Defendants' products incorporate unauthorized copies of the Copyrighted Works and/or derivative works. Moreover, Defendants' counterfeit publications are virtually identical or substantially similar to the Copyrighted Works.

121. NFPA has suffered and will continue to suffer irreparable harm as a result of Defendants' activities. Unless permanently enjoined, Defendants will continue to act in the unlawful manner complained of herein, all to NFPA's irreparable harm. NFPA's remedy at law is not adequate to compensate it for the injuries suffered and threatened. NFPA is accordingly entitled to injunctive relief restraining Defendants from further infringement.

SIXTH CLAIM FOR RELIEF
(Vicarious and Contributory Copyright Infringement in Violation of the Copyright Act,
17 U.S.C. § 501)

122. NFPA realleges and incorporates herein the allegations set forth in the foregoing paragraphs of this Complaint.

123. Upon information and belief, the Defendants actively participated in or subsequently ratified and adopted, or both, each and all of the acts or conduct alleged of herein, with full knowledge of all the facts and circumstances, including, but not limited to, full knowledge of each and every violation of NFPA's rights in the Copyrighted Works.

124. Upon information and belief, Defendants have supervised and controlled the infringing activities complained of herein and have financially benefited directly from said activities.

125. Defendants had, and currently have, actual knowledge that they are selling publications that infringe the Copyright Works through Plaintiff's numerous complaints

submitted to the Online Marketplaces requesting that the Storefronts be taken down and/or prohibited from continuing to sell publications comprised of unlawful copies of the Copyrighted Works.

126. Despite this knowledge, Defendants have participated in, and continue to participate, aid and abet, and resultantly, profit from the sale of publications comprised of unlawful copies of the Copyrighted Works. Therefore, Defendants are vicariously or contributorily liable for the infringement of NFPA's Copyrighted Works.

SEVENTH CLAIM FOR RELIEF
(Trademark Infringement and Unfair Competition in Violation of State Common Law)

127. NFPA realleges and incorporates herein the allegations set forth in the foregoing paragraphs of this Complaint.

128. Defendants' aforesaid conduct constitutes common law trademark infringement and unfair competition under the common law of the State of New York.

129. Defendants' acts of using the Registered Marks in importing, distributing, promoting, offering for sale, and selling counterfeit NFPA publications constitutes "passing off," and is likely to cause confusion, and constitutes misappropriation of the goodwill attached to the Registered Marks.

130. Defendants' activities are false, deceitful, and misleading, and constitute unfair competition as prohibited by New York common law.

131. NFPA has suffered and will continue to suffer irreparable harm as a result of Defendants' activities. Unless permanently enjoined, Defendants will continue to act in the unlawful manner complained of herein, all to NFPA's irreparable harm. NFPA's remedy at law is not adequate to compensate it for the injuries suffered and threatened. NFPA is accordingly entitled to injunctive relief restraining Defendants from further infringement.

WHEREFORE, Plaintiff demands judgment as follows:

1. Enter judgment in favor of Plaintiff on all counts;
2. Enter a preliminary and permanent injunction pursuant to 15 U.S.C. § 1116 and 17 U.S.C. 502, enjoining and prohibiting Defendants and their officers, directors, employees, agents, affiliates, successors, assigns, licensees, and entities owned or controlled by Defendant, and all those in privity or acting in concert with them, and each of them who receives notice directly or otherwise of such injunction from:
 - a. Manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling, and/or otherwise dealing in counterfeit NFPA Publications;
 - b. In any way using, displaying, advertising, copying, imitating, or infringing upon the Registered Marks or confusingly similar variations thereof;
 - c. Using or displaying the Registered Marks or confusingly similar variations thereof on or in connection with any products or in any written, oral, or audiovisual advertisements, displays, signs, sales promotions, the Internet, or in any other public communication in connection with Defendants' goods or services;
 - d. Otherwise infringing upon NFPA's Registered Marks;
 - e. Copying, reproducing, making derivative works of, distributing, or displaying the Copyrighted Works or any substantially similar materials, including the counterfeit NFPA Publications.

- f. Directly or indirectly infringing in any manner any of Plaintiffs' trademarks, copyrights, or other rights (whether now in existence or hereafter created) including, without limitation the Registered Marks and Copyrighted Works; and
- g. Instructing, assisting, aiding, or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (f) above.

3. Order that Defendants be required to deliver up for destruction all materials in their possession, custody or control, or the possession, custody or control of any of their agents, distributors, and representatives, including the Online Marketplaces, embodying or displaying the Copyrighted Works or Registered Marks, including without limitation all unsold inventory of counterfeit NFPA Publications, and all pictures, promotional materials, and any and all packaging, labels, tags, advertising and promotional materials, online materials, and any other materials, pursuant to 15 U.S.C. § 1118 and 17 U.S.C. § 503;

4. Order an accounting and disgorgement of Defendants' profits, gains, and advantages realized from its manufacturing, importing, exporting, distributing, advertising, marketing, promoting, offering for sale, selling, and otherwise dealing in counterfeit and infringing NFPA Publications as described herein, including a reconciliation of all purchases and sales of the counterfeit and infringing NFPA Publications with documents relating to all such purchases and sales;

5. Order that Defendants pay Plaintiff its actual damages, plus the amount of Defendants' profits attributable to the conduct alleged herein, pursuant to 15 U.S.C. § 1117(a), 17 U.S.C. § 504(b), and other applicable law;

6. Order that Defendants pay Plaintiff treble damages in the amount of a sum equal to three (3) times Defendants' profits or damages sustained by Plaintiff, whichever is greater, pursuant to 15 U.S.C. § 1117(b);

7. Order that, in the alternative to Plaintiff's actual damages and Defendants' profits, Defendants pay Plaintiff statutory damages for willful counterfeiting in the amount of \$2,000,000 per counterfeit mark per type of good sold, offered for sale, or distribution of goods, as authorized by 15 U.S.C. § 1117(c), and statutory damages for willful copyright infringement in the amount of \$150,000 per Copyrighted Work, as authorized by 17 U.S.C. § 504(c);

8. Order that Defendants pay Plaintiff enhanced damages as provided by 15 U.S.C. § 1117 and other applicable law;

9. Order that Defendants pay Plaintiff damages to be proven at trial for common law trademark infringement and unfair competition;

10. Order that Defendants pay Plaintiff punitive damages as a remedy for common law unfair competition;

11. Order that Defendants pay Plaintiff, as the prevailing party, reasonable attorneys' fees, costs, and expenses pursuant to 17 U.S.C. § 505, 15 U.S.C. § 1117, and other applicable law;

12. Order that Defendants pay Plaintiff pre-judgment and post-judgment interest on Plaintiff's damages at the applicable rate;

13. Grant such other and further relief as is just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38, Plaintiff hereby respectfully demands a jury trial on all claims so triable.

Dated: July 3, 2018

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